

Form PTO-1594 (Rev. 03-11)

OMB Collection 0651-0027 (exp. 03/31/2012)

103641807

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4-4-2011

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Avcor Health Care Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Texas
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 31, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Regions Bank

Internal

Address: Same as Street AddressStreet Address: 100 Main StreetCity: Fort WorthState: TXCountry: USA Zip: 76102

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship

☒ Other Banking Assoc Citizenship ALIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

B. Trademark Registration No.(s)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul B. SanderInternal Address: Same as Street AddressStreet Address: Strasburger & Price, LLP
2801 Network Boulevard, Suite 600City: EriscoState: TX Zip: 75034Phone Number: 469-287-3948Fax Number: 469-227-6573Email Address: paul.sander@strasburger.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$315.00☐☐ Authorized to be charged to deposit account☒ Enclosed

8. Payment Information:

315 E

Deposit Account Number

Authorized User Name

9. Signature:

Signature

4/5/2011

Date

Paul B. Sander, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

Trademarks

Country	Status	Title	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner
USA	Live	Avcor			3095612	5/23/06	Avcor
USA	Live	Honeycomb			3109179	6/27/06	Avcor
USA	Live	Orange Alert	85071833	6/25/10			Avcor
USA	Live	E-Ban			3250036	6/5/07	Avcor
USA	Live	X-Tourn			2011131	10/22/96	Avcor
USA	Live	X-Ten			1658134	9/24/91	Avcor
USA	Live	X-Econ			2509908	11/20/01	Avcor
USA	Live	Ice Right			2808438	1/27/04	Avcor
USA	Live	All-in-One			2007428	10/15/96	Avcor
USA	Live	Therma-Trans			2505541	11/6/01	Avcor
USA	Live	Adban			1898793	6/13/95	Avcor
USA	Live	X-Mark			2011130	10/22/96	Avcor

3327994.1/SP/11663/0168/021111

**SECURITY AGREEMENT
(Patents and Trademarks)**

THIS SECURITY AGREEMENT (PATENTS and TRADEMARKS) (this "Agreement"), is executed to be effective as of January 31, 2011, by **AVCOR HEALTH CARE PRODUCTS, INC.**, a Texas corporation, whose address is 1520 Everman Parkway, Fort Worth, Texas 76140, Attn: President Finance and Administration ("Pledgor") and **REGIONS BANK**, an Alabama banking association, whose address is 100 Main Street, Fort Worth, Texas 76102 ("Secured Party").

WITNESSETH:

WHEREAS, at the time of this Agreement, Secured Party has lent or agreed to lend Pledgor up to \$3,002,964.60, pursuant to the provisions of an Amended and Restated Loan Agreement dated as of even date herewith, between Pledgor and Secured Party (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement"), which Note was executed by Pledgor and payable to the order of Secured Party;

WHEREAS, in connection with and in order to secure repayment of the Loans which are the subject of the Loan Agreement, Pledgor executed and delivered that certain Security Agreement dated September 15, 2006, and that certain Commercial Security Agreement executed by Pledgor dated November 24, 2009 (as amended and restated, the "Existing Security Agreement") wherein Pledgor granted Secured Party a security interest in the following:

The patents and patent applications set forth on Exhibit "A" attached hereto and made a part hereof and the trademark and service mark registrations and applications, together with the goodwill symbolized thereby, set forth on Exhibit "B" attached hereto and made a part hereof.

WHEREAS, pursuant to the terms of the Loan Agreement, Pledgor has ratified and confirmed the liens created pursuant to the Existing Security Agreements; and

WHEREAS, pursuant to the terms of the Loan Agreement, Pledgor as entered into an Amended and Restated Security Agreement to amend and restate the terms of the Existing Security Agreement (the "Amended and Restated Security Agreement");

WHEREAS, in connection with the making of the Loans evidenced by the Loan Agreement, Pledgor is executing and delivering this Agreement and granting to Secured Party a continuing security interest in, *inter alia*, all of the Pledgor's Patent Collateral and Trademark Collateral (as defined below) to secure repayment of the debt evidenced by the Loan Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Pledgor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Amended and Restated Security Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the obligations described in and secured by the Amended and Restated Security Agreement, Pledgor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in any and all issued, pending and contemplated (a) patents and applications for patents (which terms shall be deemed to include certificates of invention, utility models and other equivalent rights and applications for same) throughout the world, and all divisionals, continuations, continuations-in-part, extensions (including supplemental protection certificates), substitutions, registrations, confirmations, re-examinations, renewals and patents issuing and/or reissued with respect to any and all of the foregoing; any and all foreign patents and patent applications corresponding thereto, including without limitation any international patent application that claims priority to any of the foregoing and that is filed under or to be filed under the Patent Cooperation Treaty, and also including without limitation those patents and patent applications listed on the attached Exhibit A all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing, and all proceeds of, and rights associated with, the foregoing, including any claim by Pledgor against third parties for past, present or future infringement of any Patent, whether owned by or licensed to Pledgor, and any violation or breach of any conditions of any Patent license; and (b) all trademarks, trademark registrations, trade names and trademark applications, all renewals thereof, all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, the goodwill of Pledgor's business connected with and symbolized by the Trademarks; all proceeds of the foregoing including, without limitation, the trademarks and applications listed on the attached Exhibit B, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing, and all proceeds of, and rights associated with, the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Secured Party in the Patent Collateral and the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Amended and Restated Security Agreement. The Amended and Restated Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment in full of all obligations described in and secured by the Amended and Restated Security Agreement, Secured Party shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral and/or the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral and the Trademark Collateral granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Counterparts. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVCOR HEALTH CARE PRODUCTS, INC.,
a Texas corporation

By: 

Name: CHARLES R. BOWMAN

Title: PRESIDENT, FINANCE + ADMINISTRATION

REGIONS BANK,
a Alabama banking association

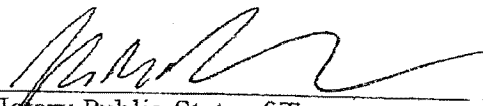
By: 

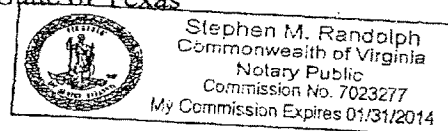
Name: LYNN JOHNSTON

Title: S.R. VICE PRESIDENT

STATE OF ~~TEXAS~~ Virginia §
COUNTY OF city of Richmond §

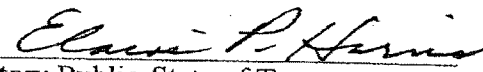
The foregoing instrument was acknowledged before me this 21st day of March, 2011, by Charles Bauran, president of **AVCOR HEALTH CARE PRODUCTS, INC.**, a Texas corporation, on behalf of said corporation.

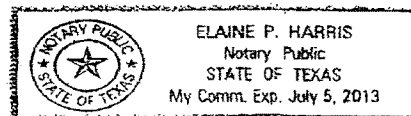

Notary Public-State of Texas



STATE OF TEXAS §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 28th day of March, 2011, by Lynn Johnston, Sr. Vice President of **REGIONS BANK**, an Alabama banking association, on behalf of said bank.


Notary Public-State of Texas



**EXHIBIT A
TO
SECURITY AGREEMENT
(Patents and Trademarks)**

Country	Status	Title	App. No.	App. Date	GRA No.	Grant Date	Record Owner
USA	Issued	Bandage Compression Indicator	09/192,918	11/16/98	6,050,967	4/18/00	Avcor and Johnson & Johnson
USA	Issued	Decorated Bandage	D/091,618	8/3/98	D422,708	4/11/00	Avcor and Johnson & Johnson
USA	Issued	Decorated Bandage	D/070,501	5/8/97	D422,363	4/4/00	Avcor and Johnson & Johnson
USA	Issued	Decorated Bandage	D/091,619	8/3/98	D422,083	3/28/00	Avcor and Johnson & Johnson
USA	Issued	Decorated Bandage	D/091,630	8/3/98	D405,529	2/9/99	Avcor and Johnson & Johnson
USA	Issued	Bandage	06/787,155	10/15/85	4,665,909	5/19/87	Avcor

EXHIBIT "A" - Solo Page
3326386.1/SP/11683/0168/021411

**EXHIBIT B
TO
SECURITY AGREEMENT
(Patents and Trademarks)**

Country	Status	Title	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner
USA	Live	Avcor			3095612	5/23/06	Avcor
USA	Live	Honeycom b			3109179	6/27/06	Avcor
USA	Live	Orange Alert	85071833	6/25/1 0			Avcor
USA	Live	E-Ban			3250036	6/5/07	Avcor
USA	Live	X-Tourn			2011131	10/22/96	Avcor
USA	Live	X-Ten			1658134	9/24/91	Avcor
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USA	Live	All-in-One			2007428	10/15/96	Avcor
USA	Live	Therma- Trans			2505541	11/6/01	Avcor
USA	Live	Adban			1898793	6/13/95	Avcor
USA	Live	X-Mark			2011130	10/22/96	Avcor

EXHIBIT "B" - Solo Page
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March 7, 2012

VIA FACSIMILE TRANSMISSION: 703-756-1648

Direct Dial: 469.287.3916
Direct Fax: 469.227.6583
dana.knollenberg@strasburger.com

U.S. Patent and Trademark Office
Mailstop Assignment Recordation Services
Director of the USPTO
P. O. Box 1450
Alexandria, VA 22313-1450

RE: Filing Trademark Security Agreement

Dear Sir/Madam:

On April 4, 2011, we mailed to you a Trademark Security Agreement for filing in the U.S. Patent and Trademark Office (copy enclosed) along with a check in the amount of \$315.00 to cover your costs. This Security Agreement was never filed by your office, however, the check was cashed (copy of processed check enclosed). At this point we are trying to release the Security Agreement so we no longer want it filed. Since it was never filed, please return the \$315.00 to the undersigned.

If you have any questions, please contact me. Thank you for your assistance with this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Dana Knollenberg".

Dana Knollenberg
Paralegal

DK:dk
Enclosures

Strasburger & Price, LLP

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Austin • Collin County • Dallas • Houston • San Antonio • Washington D.C.

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Strasburger & Price, SC • Mexico City